

BILL NO. 36 -2007

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN THE CITY OF READING AND THE BERKS COUNTY CHAPTER OF THE IZAAK WALTON LEAGUE OF AMERICA FOR PREMISES SITUATE IN THE VICINITY OF EGELMAN'S DAM.

WHEREAS, the City of Reading is the legal owner of certain property in the area known as "Egelman's Dam" as set forth in the attachment; and

WHEREAS, the City of Reading has previously leased the property to the Berks County Chapter of the Izaak Walton League of American and intends to renew the lease pursuant to the terms set forth in attachment; and

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the renewal of the lease between the City of Reading the Berks County Chapter of the Izaak Walton League of America for property located around "Egelman's Dam" as described in the attachment.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted May 29, 2007


President of Council

Attest:


City Clerk
(Council Staff)

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 29 day of May, A. D. 20 07. Witness my hand and seal of the said City this 29 day of May, A. D. 20 07.


CITY CLERK

(APPROVED BY THE PUBLIC WORKS COMMITTEE)

Submitted to Mayor: [Signature]
Date: 5-30-07
Received by the Mayor's Office: my
Date: 5-30-07
Approved by Mayor: [Signature]
Date: 5/31/07

Vetoed by Mayor: _____
Date: _____

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2007, by and between the CITY OF READING, a municipal corporation situate in the County of Berks and Commonwealth of Pennsylvania, hereinafter called "LESSOR",

AND

THE BERKS COUNTY CHAPTER OF THE IZAAK WALTON LEAGUE OF AMERICA, INC., a non-profit corporation situate in the County of Berks and Commonwealth of Pennsylvania, hereinafter "LESSEE",

WHEREAS, one of the purposes of the IZAAK WALTON LEAGUE is to promote and foster the protection, restoration and conservation of our natural resources so that they may be reserved and enjoyed by all who wish to enjoy them, now and in the future; and

WHEREAS, to further this purpose the Berks County Chapter of the IZAAK WALTON LEAGUE has improved, protected and stocked with fish the various public waters in and around the City of Reading and the County of Berks, including Egelman's Dam; and

WHEREAS, the League previously entered into a Lease Agreement with the City of Reading on August 6, 1980 (for a term of September 1, 1981 to August 31, 2006) for Egelman's Dam, the mud catcher, the two (2) filter beds, the shed and garage

appurtenant and the first one hundred (100) yards of the stream immediately below the dam, subject however to the right of the public generally to use the park's facilities. The previous Lease expired August 31, 2006; and

WHEREAS, the League was/is responsible for improvements to the leased premises (described above, including but not limited to the pump house, the garage and the grounds abutting the dam). The League desires to continue making improvements with respect to the leased property.

NOW THEREFORE, in consideration of the above promises and the mutual covenants herein contained, it is hereby agreed as follows:

1. The Lessor does hereby demise and lease unto the Lessee the following premises situate in the City of Reading, County of Berks and Commonwealth of Pennsylvania, namely: Egelman's Dam, the mud catcher, the two (2) filter beds, the shed and garage appurtenant and the first one hundred (100) yards of the stream immediately below the Dam. The public will continue to enjoy access to and use of the facilities. The term of this new agreement shall commence upon execution of the agreement by the Mayor of the City of Reading and shall terminate on August 21, 2032.
2. Said premises are to be used by the Lessee for the sole purpose of preserving and protecting said area and for the propagation of game fish therein, and in furtherance thereof, the Lessee shall have the right during the term of this Lease to take any and all steps and to make such improvements to the leased premises as will best advance the purposes as herein set forth. Prior written approval of the Lessor shall not be required unless such improvements involve substantial capital

expenditure and/ or a substantial change in the presently existing condition of the leased premises.

3. In consideration of the Lease of said premises and the obligations of the Lessee to preserve and protect the same, the Lessor hereby agrees to periodically check and maintain the valves in said filter beds, to properly seal of fence them off to prevent injury to others, to mow the grass and generally to maintain the area so as to keep it attractive and to permit convenient access thereto by the Lessee.
4. It is agreed and understood between the parties to this Agreement/Lease that the Lessor shall not be liable for and the Lessee hereby agrees to indemnify and save harmless the Lessor of and from any and all claims or demands of any character from any person or persons whatsoever for losses, injuries or damages, including attorney's fees, suffered by reason of, or in connection with the occupancy and use of the demised premises by the Lessee, its agents, employees or business invitees, and/or general public guests; and the Lessee agrees to take out and maintain Public Liability insurance covering the demised premises in the sum of \$100,000.00 for injuries and/or wrongful death to any one person and subject to the same limit for each person and in the amount not less than \$500,000 on account of one accident, in Lessee's name and in the name of the Lessor, in a company approved by the Lessor; and Lessee agrees to maintain such insurance continuously throughout the term of this Lease and to furnish Lessor from time to time with a certificate of insurance evidencing such insurance coverage.
5. Lessor reserves the right, in the event that it is determined by proper legislative

action of City Council, to sell the herein demised premises, to terminate this Lease within said term upon the giving of not less than sixty (60) days notice in writing to Lessee and, upon the giving of such sixty (60) day notice in writing, this Lease shall terminate and end at the expiration and end of the sixtieth day.

6. Any and all notices shall be mailed and/or delivered to the following addresses:

Lessor – City of Reading, Law Department, City Hall, Rm. 2-54, Reading, PA 19601; Lessee – Richard L. Heckman, 114 Shuler Rd., Fleetwood, PA 19522.

Any changes to said addresses (or entities) shall be immediately provided in writing

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year above written.

WITNESS:

CITY OF READING:

City Clerk

Mayor

“LESSOR”

WITNESS:

BERKS COUNTY CHAPTER OF THE
IZAAK WALTON LEAGUE OF
AMERICA, INC.

Secretary

President

“LESSEE”